

EXHIBIT 4

612307



www.cephalon.com

Cephalon, Inc.
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Phone 610-344-0200
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UNRESTRICTED EDUCATIONAL GRANT AGREEMENT

This Agreement ("Agreement") is entered into as of March 6, 2007, by and between Cephalon, Inc. ("Cephalon") and the American Pain Foundation (the "Organization") to support an educational initiative for patients on cancer pain, a proposal of which is attached here to as Exhibit A. An unrestricted educational grant in the amount of \$75,500 will be provided to support reprinting of the TARGET Card and TARGET Pain Notebook and outreach to more than 50 not-for-profit organizations about these materials.

1. Statement of Purpose. Cephalon and the Organization agree that any and all materials developed for this program are for educational purposes and not to promote any Cephalon products, and that any discussion of Cephalon products that may occur in relation to this grant will be objective and balanced.

2. Control of Content and Selection of Presenters and Moderators. The Organization is ultimately responsible for exercising full control over the content of the materials. Cephalon and/or its agents shall not provide any scripting, targeting points for emphasis, or other activities designed to influence the materials' content. Cephalon may provide background information to the Organization upon request, e.g.; furnishing medical literature, providing names of experts who may or may not be invited to participate in the program at the Organization's discretion.

3. Disclosure of Financial Relationships. Organization shall disclose to audiences any commercial support or funding or other significant financial relationships between the Organization and Cephalon and/or any other commercial company whose products are pertinent to the content of the materials.

4. Ancillary Promotional Activities. Cephalon agrees not to have any promotional activities, such as presentations by sales representatives, promotional exhibits, or distribution of advertisements for Cephalon products as part of any activity funded by the grant. Cephalon, and/or its agents, will not influence in any manner the Organization's decision to include or exclude product information in their materials.

5. Objectivity and Balance. Organization will objectively select and present information regarding Cephalon products (or competing products).

6. Presentation of Information. Organization agrees that any information pertaining to ongoing research shall be presented in an objective manner.

7. Unapproved Uses. Organization agrees that if unapproved uses are discussed, full disclosure that the Cephalon product is not approved in the United States for the use under discussion shall be required.

8. Focus of the Materials. The Organization is to create educational materials that are free from commercial influence or bias. If there is emphasis on a newer or more beneficial treatment modality of a product, it should be provided in the context of a discussion of all reasonable and relevant options.

9. Organization Involvement in Planning or Marketing. Individuals employed by the Organization *and* involved in designing, planning and executing the educational materials must not advise or otherwise assist Cephalon, and/or its agents, with respect to marketing or promoting any Cephalon product.

10. Independence of Organization in the Use of Contributed Funds. Funds shall be in the form of an unrestricted educational grant made payable to the Organization and shall be provided in one lump sum payment. Cephalon shall have no input or decision as to any honoraria and/or other payments made by Organization to individuals involved with the development of these materials. Upon request, Organization shall furnish to Cephalon a report concerning the expenditure of the funds provided.

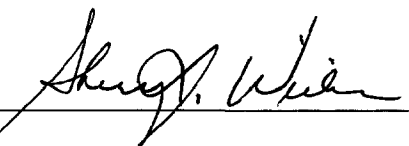
11. Acknowledgements. Organization shall acknowledge support from Cephalon through the granting of unrestricted educational grant funds in all materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AMERICAN PAIN FOUNDATION

CEPHALON, INC.

By: 

By: 

Name: William Rowe

Name: Sheryl Williams

Title: Executive Director

Title: Vice President, Public Affairs



EXHIBIT A

Program outline and related budget are attached.